

EXHIBIT A**OPERATING PLAN**

1) INTRODUCTION	1
2) DEFINITIONS	1
3) MANAGEMENT RESPONSIBILITIES	1
A) Concessioner	1
B) National Park Service	2
4) GENERAL OPERATING STANDARDS AND REQUIREMENTS	2
A) Schedule of Operations	2
B) General Policies	3
C) Rate Determination and Approval Process	5
D) Purchasing	6
E) Evaluations	6
F) Natural, Cultural, and Archeological Resources	7
G) Interpretive Services	8
H) Human Resources Management	8
5) SPECIFIC OPERATING STANDARDS – REQUIRED AND AUTHORIZED SERVICES	11
A) General	11
B) RV and Tent Campground Sites – Required Service	11
C) Retail – Camping Supplies and Equipment – Required Service	12
D) Canoe and/or Kayak Launch and Retrieval – Required Service	12
E) Food and Beverage Service – Authorized Service	14
F) Souvenir and Gift Sales – Authorized Service	15
G) Removable Camper Cabins – Authorized Service	16
H) Bicycle Rentals – Authorized Service	17
I) Cross Country Ski Rentals – Authorized Service	17
J) Special Events – Authorized Service	17
K) Tent and Camping Equipment Rental and Set-up – Authorized Service	18
L) ATM Machine – Authorized Service	18
6) RISK MANAGEMENT	11
A) Risk Management Plan	19
B) Emergency Response	19
C) Hazard Communication	19
D) Safety Representative	19

E) Security Staff.....	19
7) ENVIRONMENTAL MANAGEMENT PROGRAM.....	19
A) Area Environmental Management Evaluations.....	20
B) Service Environmental Audits	20
C) Protection of Natural and Cultural Resources	20
8) VISITOR'S ACKNOWLEDGEMENT OF RISK.....	20
9) UTILITIES	20
A) Concessioner Responsibilities	21
B) Service Responsibilities.....	21
10) PROTECTION AND EMERGENCY SERVICES.....	21
A) Law Enforcement	21
B) Structural Fire Protection.....	21
C) Emergency Medical Services.....	23
D) Notification Protocol.....	23
11) PUBLIC RELATIONS	23
A) Required Notices	23
B) Use of National Park Service Authorized Concession Mark (Mark)	23
C) Public Statements.....	24
D) Advertisements and Promotional Material.....	24
12) VOLUNTEERS IN PARK (VIP) PROGRAM	25
13) REPORTING REQUIREMENTS	25
A) Concessioner Operational Reports.....	25
B) Concessioner Financial Reporting	26
C) Risk Management and Environmental Management Reports.....	26
D) Summary of Initial and Recurring Due Dates	26
Attachment A).....	Minimum Safety Orientation
Attachment B).....	Acknowledgement of Risk Form

1) **INTRODUCTION**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Delaware Water Gap National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) **DEFINITIONS**

A) **Environmentally Preferable**

Products or services that have a lesser or reduced negative effect on human health and the environment when compared with completing products or services that serve the same purpose. These include those products for which standards have been established for federal agency facilities and operations.

B) **Environmental Purchasing**

Purchasing of environmentally preferable products

C) **Post-Consumer Material**

Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

D) **Recycling**

To treat or process (used or waste material) so as to make them suitable for reuse.

E) **Service Policy**

The directives, policies, instructions, and guidance regarding the National Park System and the Service which are in writing and approved by the Secretary of Interior or a Department of Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service policy is available upon request from the Service.

F) **Waste Prevention**

Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Wasted prevention also refers to the reuse of products or materials.

G) **Waste Reduction**

Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) **MANAGEMENT RESPONSIBILITIES**

A) **Concessioner**

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:

- (i) *Has the authority and the managerial experience to operate the Concession Facilities and services required under the Contract;*

- (II) *Must employ a staff with the expertise and training to operate all services required and authorized under the Contract;*
- (III) *Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and*
- (IV) *Has the responsibility for implementing the policies and directives of the Service.*

In the absence of the General Manager, the Concessioner must designate an acting General Manager.

Contact Information: The Concessioner must provide a current list to the Service with detailed contact information. The list should include all appropriate points of contact working for or on behalf of the Concessioner under the Contract.

B) **National Park Service**

The Superintendent of Delaware Water Gap National Recreation Area is responsible for all operations within the Area, including concession operations. Directly, or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates, pursuant to Service Policy and Applicable Laws, activities under the Contract relating to the Area, including the evaluation of Concessioner services and Concession Facilities and the review and approval of rates charged for all services.

- 1) Contact Information. The Service must provide a current list to the Concessioner with all appropriate points of contact.

4) **GENERAL OPERATING STANDARDS AND REQUIREMENTS**

A) **Schedule of Operations** The minimum operating season and hours are as follows:

Camping Services – Camp store and Check In Counter	
April 1 through Thursday before Memorial Day	Fridays and Saturdays 12:00 till 10:00pm Sundays 9:00am till 3:00pm Monday thru Thursdays as per Reservations
Memorial Day through Labor Day	Fridays, Saturdays, and Holidays 9:00am till 10:00pm Sundays thru Thursdays 9:00am till 5:00pm
Day after Labor Day through October 31	Fridays and Saturdays 12:00 till 10:00pm Sundays 9:00am till 3:00pm Monday thru Thursdays as per Reservations
Canoe and Kayak Rental Services where Personnel is Physically Available	
April 1 through Thursday before Memorial Day	As per Reservations – No set hours of operation
Memorial Day through Labor Day	Sundays thru Saturdays, 8:00am till 4:00pm
Day after Labor Day through October 31	As Per Reservations – No set hours of operation

With prior written approval of the Superintendent, the Concessioner may provide limited services during the off-season. The Concessioner must submit proposed changes to the established opening and closing dates and operating hours for all Concession Facilities for the Superintendent's approval prior to implementation.

The Service will give reasonable notice of any schedule changes that it may initiate. A written schedule of proposed changes to opening and closing dates and operating hours for all concession facilities and

programs will be submitted by the Concessioner to the Service **at least 14 days prior** to the proposed changes. Requests may be submitted via electronic mail. Operating hours will remain in effect and adhered to unless changes are approved in writing by the Superintendent.

B) General Policies

- (I) Authorized Use. Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services required by the Contract without prior written permission from the Service.
- (II) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities.
- (III) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking is available at <http://www.nps.gov/policy/DOrders/DOrder50D.html>.
- (IV) Reservations. The Concessioner will use a central computerized reservation system for all campground sites, RV sites, and canoe/kayak rentals offered under the Contract. The Concessioner will accept reservations on a 365-day forward rolling basis. Visitors must also be able to make reservations for future visits at the front desk of the administrative facilities.
 - (a) Staff. The Concessioner will adequately staff the reservations office on a business year basis and will increase staff, as necessary, to meet needs during peak periods.
 - (b) Reservations Services. Reservations services will be available, at a minimum, via toll-free telephone, mail, fax, e-mail, and via the Concessioner's computerized reservation system. The Concessioner must make TTY technology for the hearing-impaired available for use.
 - (c) Cancellation Policy. The Concessioner may charge a cancellation fee for late cancellations based on cancellation policies determined by area comparisons and approved by the Service.
 - (d) Deposits/Refunds. The deposit and refund policies will be included in all accommodation brochures and reservation confirmations.
 - A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit card. Deposits may not be more than one day's current approved rate and will be honored even if there are subsequent rate changes. The Concessioner's deposit policy must be approved by the Service.
 - Refunds will be processed within two weeks of cancellation.
 - (e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, will be honored during the entire time of the stay.
 - (f) Credit Cards. The Concessioner must honor two major credit cards at a minimum.
- (V) Lost and Found. The Concessioner, at its own expense, will establish and provide an effective lost and found program in its Concession Facilities. Procedures for the handling of lost and found property will conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 CFR 101-48. Current versions of these documents can be obtained by contacting the Service. The Concessioner will submit its lost and found program to the Service for approval within 120 days of the effective date of the Contract.
- (VI) Vehicles
 - (a) Identification. Concessioner service ground transportation may be discreetly identified with the Company name and logo. All lettering should be no larger than three and one half inches in height.
 - (b) Licensing, Insurance, Maintenance, and Registration. All vehicular equipment used by the Concessioner to perform services under the Contract, will be properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
 - (c) Parking. The Concessioner will park and store vehicles and equipment in a safe and organized manner, in areas approved or designated by the Service. The Concessioner will provide designated employee parking in the Concession housing areas.

- (d) Abandoned Property. The Concessioner will notify the Service of abandoned vehicles within the Concession Facilities, which may include employee vehicles. Employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner will take necessary steps to remove abandoned property in a timely manner and will not store any abandoned property within any of its assigned facilities longer than 30 days.

(VII) Visitor Comments

- (a) In order to elicit responsive visitor comments, the Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall park experience. It will be the responsibility of the Concessioner to make sure that there is an adequate inventory of comment cards at appropriate locations within the Concession Facilities, and to provide a website for online visitor comment/feedback.
- (b) The Concessioner will investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. A copy of the initial comment, Concessioner's response, and any other supporting documentation will be promptly provided to the Service, and the Service will copy the Concessioner on any response sent.
- (c) Visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to safety of visitors or employees, or concern the safety of Area resources will be provided to the Superintendent immediately upon receipt.

(VIII) Pets and Pet Waste Collection

The Concessioner will establish policies relative to allowing pets within the camping area and will, at a minimum, require owners to keep their pets leashed and otherwise under control at all times. Policies will be reviewed and approved by the Superintendent.

The Concessioner will establish pet waste collection stations at various locations within the Concession Facilities to ensure proper disposal of pet waste by the visitors to the area. The pet waste stations will include, but will not be limited to, proper signage describing the process, the necessary materials to pick up the pet waste, and disposal locations. The costs associated with pet waste collection will be borne by the concessioner. All signage will be approved by the Service prior to installation.

(IX) Sanitary Pump Outs

- (a) Operations. The Concessioner will provide land-based sanitary pump-out facilities at convenient locations within the campground area. The pump-outs will be of a sufficient number and type to service the visiting public without unreasonable waiting times. There will be no additional charges levied for this service. Equipment and facilities will be provided for the emptying of RV gray and/or black water tanks. All holding tanks and wastewater delivery lines will meet all Applicable Laws.
- (b) Training. The Concessioner will ensure that employees are trained in the proper operation of the pump-outs so that they can assist visitors on the appropriate steps and safety measures to prevent sewage spills.

(X) Alcohol

The consumption of alcoholic beverages within the campground is prohibited. The possession of alcoholic beverages within the campground is generally prohibited in accordance with the following Superintendent's Compendium:

The possession of alcohol will be permitted in the campground under the following circumstances only:

- (a) When stored in the trunk of a motor vehicle, or if a motor vehicle is not equipped with a trunk, stored in a container stored in some other portion of the motor vehicle designed for

the storage of luggage and not normally occupied by or readily accessible to the operator or passengers.

- (b) When stored in the living quarters of a motor home or camper.

C) **Rate Determination and Approval Process**

(I) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) the Section 3(e) requirement regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract will be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the National Park Service's Concession Management Rate Approval Guide (July 2010; "Rate Approval Guide"; a copy which can be obtained by contacting the Service) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.

- (a) Campground and Equipment Rentals. Rates will be determined using Comparability for tent camping sites, RV camping sites, group campground sites, canoe/kayak rental, reservation deposits, removable camping cabin rentals (if used), bicycle rentals (if used), cross-country ski rentals (if used), and special events (if used).
- (b) Convenience Items and Groceries. Rates will be determined using Merchandise Pricing Methods, including, Convenience Store Markup Percentages (CSM), or Manufacturer's Suggested Retail Price (MSRP) for items that have a pre-printed MSRP. This rate approval method uses recommended industry gross margins by product category obtained through a nationally recognized source, the National Association of Convenience Store (NACS). Each year, NACS publishes a State of the Industry (SOI) Annual Report that includes gross margin percentages by product category used to determine mark-up percentages. The use of this source ensures pricing that is analogous with the private sector.
- (c) Food and Beverage rates. If used, pre-packaged food and beverage rates will be determined using the MSRP for items that have a pre-printed MSRP on the packaging. If a product does not have an MSRP, CSM Percentages or Competitive Market Declaration (CMD) will be applied.

(II) *Rate Approval Process*

- (a) Annual Rate Changes. All rates charged by the Concessioner must be submitted to the Service for approval prior to implementation. The Concessioner must submit annual requests for all rate changes no later than February 1 prior to the beginning of the season on April 1.
- (b) Approval Timing. Rate requests submitted to the Superintendent for approval prior to implementation will generally take 45 days for approval. All rate increase requests must be in writing and in accordance with applicable Service policy and prove information to substantiate the requested rates in sufficient detail so that the Service can replicate the results. Should special conditions require a quicker than 45-day response, the Concessioner will clearly explain these conditions in writing. While this is not normal procedure, the Service will attempt to accommodate the need to the best of its ability. New rates must not be implemented until approved in writing by the Superintendent.
- (c) Format of Request. Rate requests for food and beverage service items require support by established criteria and comparable data. The information to be included in the request is outlined in the Service Rate Approval Guide.
- (d) Approved Rate Postings. The Concessioner will prominently post all rates for tent camping sites, RV camping sites, canoe livery services, and other authorized services, as used.

(III) *Rate Compliance.* Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.

- (IV) *Discounted Items.* If the Concessioner offers an item or service at less than optimum conditions the item or service will be discounted. This should not be construed to condone shortages or “running out” of items on a regular basis and should be used only in unavoidable situations.
- (V) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates unless they are equally available to the general public.

D) **Purchasing**

- (I) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or its parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (II) *Discounts.* To the extent applicable to the approval method in place, the Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer.
- (III) *Environmental Purchasing.* The Concessioner must purchase environmentally preferable products and services whenever feasible, including, but not limited to:
 - (a) Bulk Packaging. The Concessioner must use bulk containers when possible rather than individual packets which result in excess solid waste.
 - (b) Minimal Packaging. The Concessioner must work with their suppliers to reduce packaging in the form of cardboard or plastics wherever possible to reduce waste stream within their store.

E) **Evaluations**

The Service and the Concessioner will separately inspect and monitor Concession Facilities and service with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service.

- (I) *Annual Overall Rating (AOR).* The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating. This will also include:
 - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of annual financial reports, timely and accurate submission of franchise fees, and timely submission of proof of general liability, Property, Automobile and Workers' Compensation insurance.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
 - Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk

Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.

- Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation with a rating will be provided to the Concessioner, appropriate Service staff, the Superintendent, and the Director of the Service's Public Health Program. County Public Health officials have concurrent jurisdiction to perform their own independent inspections.
- Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. They will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.
- (c) Environmental Management Evaluation. The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program (EMP) as described in Section (7) of this document and Exhibit H, Maintenance Plan.

F) Natural, Cultural, and Archeological Resources

Hunting and fishing are allowed subject to conditions in the Area. Hunting is not allowed within 150 yards of any occupied structure and a fishing license is required in the States of Pennsylvania and New Jersey. Further guidance, including appropriate regulations for hunting and fishing are available through each state and from the Park.

The taking or disturbing of natural, cultural, or archeological resources is prohibited. This includes:

- (a) Living or dead fish and wildlife not directly associated with legal fishing or hunting activities including antlers or nests.
- (b) Fossilized and not fossilized paleontological specimens.
- (c) Cultural and archeological resources.
- (d) Plants or the products thereof, excluding berries and/or nuts for personal use or consumption as approved by the Superintendent.
- (e) Fish and Wildlife Interactions

1) The feeding of fish and wildlife within the Area is prohibited.

The Concessioner will not encourage the feeding of fish and wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining seed, suet, or any other type of bird feeders (e.g. hummingbird feeders), in such a manner that may imply approval of the feeding of fish and wildlife.

- The Concessioner must include proper signage regarding leaving unattended food on any outdoor picnic table within the Concession Facilities, and advise visitors against feeding any wildlife.
- Signage must be posted in the office/store advising visitors of the prohibition on feeding fish and wildlife within the Area.
- Merchandise such as bird or other small animal feeders, or plant seed of any kind may not be sold within the Area.
- Food storage, trash, and recycling facilities will be bird and animal-proof.
- The Concessioner and their employees will notify the Area Ranger immediately regarding any issues with fish and/or wildlife.

G) Interpretive Services

- (I) *General.* The Concessioner may request interpretive services provided by Service Rangers. For such a request, the Concessioner must make the request not later than October 31st proceeding the operating season in which the Concessioner would like the interpretive services to occur.
- (II) *Non personal Interpretive Services.* In addition to personal interpretation, the Concessioner must actively pursue a non-personal interpretive program. The Concessioner must consult with the Service and explore a wide array of avenues for conveying interpretive messages to visitors on area related themes and topics such as resource protection, appreciation of Area values, and Service goals.
- (III) *Training of Employees.* See Section 4(vii) in Operating Plan.
- (IV) *Interpretive Assistance.* The Concessioner must consult with the Service in the development of an interpretive program that encompasses all these efforts.

H) Human Resources Management

- (I) *Employee Identification and Appearance.* All employees must wear standardized clothing with a personal nametag, and be neat and clean in appearance. Employees will project a hospitable, friendly, helpful, positive attitude, and be capable and willing to answer visitors' questions and provide visitor assistance.
- (II) *Check-in and check-out procedures.* The Concessioner will implement and utilize a standardized check-in and check-out system for every employee.
- (III) *Employee Conduct.* The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take all actions needed to fully correct any such situations.
- (IV) *Employee Hiring Procedure*
 - (a) General Manager. The General Manager will have an appropriate background as a manager or administrator that indicates his or her ability to manage a campground operation.
 - (b) Staffing Requirements. The Concessioner will hire sufficient number of employees to ensure high-quality visitor services throughout the operating season. The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods. All applicable requirements of the federal and state labor laws and regulations will be met.
 - (c) Drug-free Awareness and Testing Program. The Concessioner will provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.
 - The Concessioner will establish an appropriate drug testing program.
 - The Concessioner will require any employee, who is in a safety-sensitive position such as an equipment operator, or security-sensitive positions such as General Manager or Campground Security, to participate as appropriate in pre-employment and random drug testing. The Concessioner will make results of drug testing available to the Service upon request.
 - Should the Concessioner become aware of illegal drug use, the Concessioner will promptly report it to the Area's District Ranger.
 - (d) Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner will establish hiring policies to ensure that comprehensive background checks are performed on all employee hires as appropriate to the position.
 - The Concessioner must not hire prospective employees if they show any active wants or warrants (current fugitive from justice).

- The Concessioner must ensure that background checks are performed every third year for returning employees.
 - If the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's Office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender.
 - The Concessioner will not hire or retain any person known to have an outstanding warrant for arrest.
- (e) Driver Requirements. Drivers of passenger carrying vehicles used by the Concessioner in its operations under the Contract will have a valid State operator's license for the size and class of vehicle being operated.
- (f) Sex Offenders. The Concessioner shall formally inform employees and potential employees that any individual required to register with the appropriate law enforcement agency as sex offenders must register with the Chief Ranger's office.
- (V) *Employee Housing*
- (a) The Concessioner may provide housing for employees to provide security coverage at the campground. The Concessioner will provide, at the Concessioner's sole cost and expense as items of Concessioner personal property pursuant to Section 8(e)(1) of the Contract, all housing and food storage facilities necessary to accomplish this and remove such housing and food storage facilities at the termination or expiration of the Contract.
- (b) Employee's quarters will be adequately furnished to serve the number of occupants.
- (c) Concessioner employees residing in the Concession Facilities will be informed of Service regulations and policies through newsletters, employee handbooks and notices provided by the Concessioner or the Service. The Concessioner is responsible for enforcing Concessioner housing regulations.
- (d) Food storage facilities will be vermin-proof and bear-proof. The Concessioner will establish prevention measures for Hantavirus and provide documentation annually to the Service.
- (VI) *Employment of Service employees or their family members*
- The Concessioner may not employ in any status the spouses and/or dependent children of Delaware Water Gap National Recreation Area employee, without prior Superintendent written approval.
 - The Concessioner may not employ in any status the spouses and/or dependent children of the Superintendent, Deputy Superintendent, Concessions Management Staff, Risk Management Office, or Public Health Service Consultant.
- (VII) *Training.* The Concessioner will provide and maintain records of appropriate training as set forth below and will provide those records to the Service upon request.
- (a) Manuals. The Concessioner will develop written training materials for its employees.
- (b) Safety. The Concessioner will train its employees annually in its Risk Management Program.
- (c) Job Training. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. Training will include the following in addition to job-specific skills.
- *Employee handbook.* The Concessioner will develop and provide all employees with an employee handbook articulating the policies and regulations of the Concessioner and the Service and will be made available to the Service upon request.
 - *Orientation:* The Concessioner will provide orientation and training for its employees covering all areas included in this Job Training section of the Contract.
 - ◆ The Concessioner's employee's orientation training program must be on-going, allowing employees to become knowledgeable on many aspects of Delaware Water Gap National Recreation Area, beyond orientation or specific job operations. Examples of topics to be addressed include: other recreational activities in the Area,

the facilities/services available, geology, flora and other related topics such as water quality and invasive species; history of the area, including but not limited to the Delaware River, waterfalls, drought, flooding and climate change.

- ◆ The Concessioner may request Service staff to present certain topics of interest.
- *Service Concession Management.* The Concessioner will orient its employees and managers to Service evaluation and rate policies, along with all relevant aspects of this Contract.
- *Customer Service.* The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact.
- *Resource and Information Training.* The Concessioner will provide training for all employees who provide interpretive and safety information.
- *Sanitation and Food Preparation Training.* The Concessioner will provide sanitation and food preparation (if applicable) training to food service personnel at the start of their employment and as needed to comply with Applicable Laws, including without limitation the current edition of the US Public Health Service Food Code.
- *Environmental and Risk Management Training.* The Concessioner will provide environmental and risk management training to employees as required by Applicable laws or otherwise specified in its Environmental Management and Risk Management Programs.
- *Wildlife Interaction training:* The Concessioner will emphasize to its employees that the feeding of feral animals or any fish and wildlife within Delaware Water Gap National Recreation Area is not permitted.
- *River Safety and Boat Handling:* The concessioner will provide training to all staff working on the River regarding protecting of Park natural and cultural resources as well as the safe handling of all boating equipment.
- *Interpretive Training.* The Service will provide interpretive skills training for all employees who provide interpretive and safety orientation information and/or services. The Concessioner will require such staff to attend this training. The Concessioner will work closely with the Concessions Management Office and Service Interpretive staff to improve the methods of preparing and presenting effective interpretive information. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and their relationship to Area interpretive themes.

Personal Interpretive Services Training

- ◆ *Employee Knowledge.* Employees must demonstrate their knowledge of the Service, its mission and values and the cultural and natural resources in the Area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic questions about the Area.
- ◆ *Service Involvement.* The Service staff may advise and assist the Concessioner in the development of interpretive materials.

(VIII) *Non Personal Interpretive Services Information*

- ◆ *Area Information.* The Concessioner must make Area informational handouts available at each operation. The Concessioner must provide a container or box to collect concessions or Park-related documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Park's Interpretation and Education Division.

5) **SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

A) **General**

The Concessioner must provide services in a consistent, environmentally-sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered Service minimums until such time as the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards as defined by the Service.

B) **RV and Tent Campground Sites – Required Service**

- (I) Availability. Sites will be available from April 1st through October 31st. Campground visitors will register at the Office/Store. The Concessioner will post signs in the campgrounds indicating operating hours and include information on emergency services. The Concessioner will also post a sign with after-hour emergency contact information, including the park's 24-hour Communications Center number 800-543-4295 and/or 570-426-2457. All visitors will receive a copy of the rule and regulations for Campgrounds and RV Site Rental when checking in.
- (II) Accessibility. The Concessioner must make available to visitors 2 sites which are more accessible. These sites must be held for accessible needs persons. If these sites are unused by 4pm on the day of reservation each of the sites can be made available to the general public.
- (III) The Office/Store will be open sufficient hours to meet visitor needs. Collections may be made manually or at a self-pay station. Fees charged to campers will be approved by the Service and accurately reported monthly to the Superintendent's office by the 15th day of the following month. All campers will receive receipts for fees paid.
- (IV) Campground employees will record camper's names and license plate numbers on the camping permit.
- (V) The Concessioner must provide a picnic table and a fire ring with grill at each removable cabin site. The table must be free of splinters. The Concessioner must clean the table, fire ring and grill after each camping party.
- (VI) The Concessioner will adopt fee collection procedures that enable its employees to track which sites are occupied, which are paid, and which are available for camper occupancy to expedite registration procedures.
- (VII) The Concessioner's policy for early departures, refunds, and exchanges for unused nights must be prominently posted and provided on the Concessioner website and in writing to each camper. These policies must be approved by the Service.
- (VIII) When the campground is full, campground employees will advise the park's 24-hour Communication Center **(570) 426-2457**.
- (IX) The maximum length of stay, within the RV and tent camping sites, is 15 consecutive days.
- (X) The Concessioner will provide a recycling collection area within the RV and tent camping area.
- (XI) Covered and animal proof dumpsters will be provided by the Concessioner at convenient location(s) and of a sufficient number to serve visitors. They will be emptied as necessary to avoid pest infestation. The dumpsters will be screened from general view.
- (XII) The Concessioner will offer hot water showers at the campground, seven days a week, from April 1st to October 31st. The Concessioner will ensure the shower facilities are maintained and cleaned on a regular schedule and provides clean, sanitary conditions.
The Concessioner will ensure that all site renters adhere to the terms and conditions of their site rental agreements and the Campground Policies (a document provided by the Concessioner to customers when they secure the use of a camp site).
- (XIII) Valley View Group Campsite is located approximately 7 miles south of the campground. The area consists of 5 group sites capable of holding a maximum of 25 campers each. One of these sites is an ADA site. There are two vault toilets and a hand pump for water. Valley View is directly on the Delaware River with a small access area for launching and retrieving small vessels.

Reservations for Valley View Group Campsite will be made by the concessioner through their campground reservation system. The concessioner will be responsible for the maintenance of this site. Requirements include periodic cleaning of each campsite and daily cleaning of the vault toilets. The concessioner will also remove the trash on a daily basis.

C) Retail – Camping Supplies and Equipment – Required Service

(I) General

- (a) Guidelines. All retail services will comply with the guidelines established by the NPS-48: "Concessioner Review Policy, Operational Performance Standards."
- (b) Locations. The sale of camping supplies and equipment is limited to the location necessary and appropriate to serve the demand of the visitor, the Campground Store. The locations and the extent of merchandise to be offered therein are subject to the approval of the Superintendent.
- (c) Prohibited Items. The Concessioner will not sell any Styrofoam containers, tobacco products or related items, or lures that contain lead.
- (d) Newspaper Stands. Newspaper vending stands are not permitted within the Area. Newspapers may be sold in the office/store.

(II) Sporting Goods, Camping Equipment, and Recreational Equipment. The Concessioner will carry a selection of sporting goods, recreational equipment, and clothing to meet the needs of visitors who may have forgotten items or need emergency replacements. Items will represent a range of price and quality levels

(III) Grocery and Sundry Items. The Concessioner will provide a wide range and selection in price, type and quantity of grocery and sundry items including a variety of healthy alternative items, made available at various pricing levels, as appropriate for the Area. The Concessioner will provide a wide range and selection in price, type and quantity, of grocery and convenience items for sale in the store to the visitors. Grocery items for sale will include healthy foods and vegetarian selections. Convenience items will include, but are not limited to sunscreen, sun visors/hats, batteries, lip balm, and sunglasses.

(IV) Food and Beverage Service. The Concessioner is authorized to provide pre-packaged food and beverage options that provide a price range and variety to accommodate the general range of Area visitors. The range of food and beverage items will include vegetarian options, healthy options, and children's options.

(V) Firewood. The Concessioner may sell fully cured firewood in accordance with the guidelines stated in Part B Section 2(k) (10) of the Maintenance Plan.

(VI) Labeling and Certification

- (a) The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available. Point of origin may not be covered by labeling.
- (b) Informational Tags. Wherever appropriate, informational tags attached to the items will show their relationship to Area interpretive themes.

(VII) Drinking Water Filling Station. Subject to Superintendent's approval including location and design, the Concessioner will install one drinking water filling station(s), at a minimum in the campground store. Once a drinking water filling station is installed, the Concessioner will not sell bottled water. This will eliminate disposable plastic water bottles from the waste system and provide a free-of-charge water dispensing system for campground guests.

D) Canoe and/or Kayak Launch and Retrieval – Required Service

1. Personal Flotation Devices (PFD). (a) In accordance with Title 33, Code of Federal Regulations, Section 175.15, all vessels shall carry a U.S. Coast Guard approved device for each person aboard. Title 36, Code of Federal Regulations, Section 1.4(a) defines "vessels" to include every type of description of craft, other than a seaplane on the water, used or capable of being used as a means of transportation on water, including a buoyant device permitting or capable of free flotation (this includes tubes). All PFD's must be in good repair, and meet USCG specifications and have a U.S.

Coast Guard approval tag in legible condition. The holder must issue PFD's that are of the proper size for the user. Proper fit and adjustment of PFD's must be demonstrated or illustrated to all individuals undertaking the livery service prior to their going on the river. Holder must explain or illustrate that PFD's must remain immediately accessible in event of emergency and not tied in or inside something. Holder must ensure that each client knows how to wear or use PFD's properly. To insure compliance with the above conditions all clients, regardless of experience, must be wearing their PFD's upon departing for their trip.

2. Other Equipment. All commercially supplied equipment must be in good repair (canoes, rafts, tubes, kayaks, rowboats, PFD's, paddles, etc.).

3. Identification. All commercial vessels must be clearly marked, on both sides, for easy identification from a distance with numbers or letters that are at least (3) inches tall and with the operator's logo or company name.

3. Overloading. In the absence of USCG capacity plates or manufacturer specified loading criteria on the vessel, the Coast Guard formula, $L \times W / 15$ (length times width in feet divided by 15 = number of people allowed on board), will be used. However, in the absence of the above stated exceptions, no more than three people of 150 lbs. equivalent in canoe (or two people and heavy gear) will be allowed under any circumstances.

4. River Safety Instruction. In addition to a demonstration of the proper use of supplied equipment, an orientation message on river safety, minimum as shown in Attachment A, must be given to all river users. Due to the increasing number of Non-English speaking visitors that are using services in the Park, appropriate steps (i.e. bi-lingual brochures and signs) must be taken by the holder to make certain that the orientation/introduction is effectively relayed to these customers using the service.

5. Trip Planning. All customers must be provided an orientation as to the length of a proposed trip and the average time required in order to complete the trip. Customers shall be advised of alternative pick up points for early trip termination.

6. Overnight Use. In accordance with Title 36 CFR, Section 2.10, Camping is permitted in designated sites only. Sites are designated by the symbolic sign and the presence of a steel fire grate. Camping is limited to boaters on standard overnight trips. Standard trips are from one designated access to another when the distance between these points is too great to be covered in one day. Campers are limited to a one night stay in each location. Campfires are permitted only in existing steel fire rings. Customers taking overnight trips must be given a minimum of four (4) hours of day light before starting trips so as to have sufficient time to find designated campsites and avoid sites already taken.

7. Seasons. When the combination of air and water temperatures equals less than 100 degrees F, no trips shall be permitted unless the user is wearing or is provided, and instructed to use proper cold weather, river boating clothing or a wet suit.

8. Scheduled Pick Up and Delivery. The Concessioner's vehicles will at no time block access in the launching area, in any way, by customers' equipment or authorized vehicles while waiting for pick up or following delivery. The only times the launching ramp areas and normal access to them will be used by holder's vehicles is during actual pickup and delivery of vessels.

9. Food Handling and Preparation. If the Concessioner is involved in providing food or the preparation of meals for their customers, while within the National Recreation Area, it must do so in accordance with all applicable Federal, State and local laws and regulations relating to health and sanitation. The Concessioner is responsible for providing safe drinking water to their customers.

10. Other Requirements. Customers must be advised of safety concerns and National Park Service Regulations. This will include, but not be limited to:

- a) The NPS maintains a lost and found system, and items must be reported. The telephone number is (570) 426-2457.

- b) All injuries requiring medical attention must be reported to NPS, telephone (800) 543-4295 or (570) 426-2457.
- c) Hunting or fishing without a valid state permit (PA or NJ) is a violation. All Federal and State laws and regulations regarding fish and wildlife are applicable and strictly enforced. These include seasons, size limits, creel limits, methods of taking, etc.
- d) Open fires are illegal except in self-contained grated and steel fire rings in designated areas only.
- e) All trash must be hauled out to nearest access and placed in proper receptacles.
- f) Destroying, digging, removing or possessing of any tree, shrub, or other plant is prohibited.
- g) Only down and dead wood can be used for fires. Customers should bring and use self-contained cook stoves.
- h) It is a violation to urinate or defecate within 100 feet of the river or any water source. Fecal material must be placed in a hole and covered with not less than six (6) inches of soil.
- i) Loud audio devices and fireworks are prohibited. Quiet hours are from 10:00 pm until 6:00 am.
- j) The Concessioner shall sell or provide only non-glass containers for use on the river. The Concessioner should discourage the use of any glass containers on the river.
- k) In addition to NPS Regulations, PA & NJ State Regulations regarding boating and fishing are applicable and enforced.

11. Litter Bags. Holders are required to provide litter bags, at their own expense, to all customers under the following guidelines:

- a) The bag must be constructed of plastic mesh with a tie string and cannot be smaller than (24"x14"). Distribution of the bag will be at a rate of one bag per canoe per day. When bags are distributed, the customers will be given (at a minimum) the following information:
 - Help Keep Our River Clean (EPA sponsored program)
 - Tie this bag to your canoe or raft
 - This litter bag is reusable/recyclable - Empty it into a proper receptacle at the end of your trip or leave the empty bag in the canoe or raft for someone else to use.

12. Quarantine On Firewood- Two species of invasive non-native beetles are being inadvertently spread through firewood shipments from quarantined areas. These shipments pose a threat to our national parks. The Asian long horned beetle and the emerald ash borer are spread through firewood and other pathways to new areas, causing tree mortality and threatening the health of our wild land and urban forests and cultural landscapes.

The current risk of infestation lies with individuals (such as park visitors, hunters, campers, or concessions operations) unintentionally importing infested firewood into park lands from quarantined states. Quarantines for the Asian long horned beetle are currently in portions of Illinois, New York and New Jersey (portions of Bergen, Essex, Passaic and Union counties).

E) **Food and Beverage Service – Authorized Service**

- (I) All pre-packaged food and beverage offered through the camp store in a "grab and go" format, must meet the following criteria:
 - (a) Licensed Manufacturer- All food and drinks shall be pre-packaged by a licensed manufacturer, maintained at appropriate temperatures, and removed from sale in accordance with expiration dates, and all other requirements of the US Public Health Service and applicable local regulatory agencies.
 - (b) Healthy choices - A significant percentage of the food items should be items that are part of a healthy, balanced diet (for example, be low in fat, low in sugar, etc.). Products should not contain harmful biological or chemical contaminants.

- The concessioner will provide some vegan selections, cold sandwiches and wraps made by local, inspected and licensed restaurants that promote and support locally grown organic foods.
 - The concessioner will provide beverages including bottled water (until a water fill station is installed), natural juices, iced tea and limited soda options.
 - The concessioner will provide pre-packaged food options that will include but not be limited to granola bars, fruit bars, fruit snacks, nuts and seed options such as pumpkin seeds and sunflower seeds
- (c) Environmentally preferable –
- Items sold should be beneficial or benign in production and organic as much as possible.
 - Snack food packaging will focus on products that are eligible and will be upcycled by manufacturers that utilize recyclable materials.
 - Paper bags will be provided for product sales when bags are requested.
- (II) *Keeping Food Stuffs from Wildlife - The Concessioner is responsible for protecting all food stuffs from wildlife at all times, in accordance with Park approved procedures and policies.*
- (III) *Food Safety Plan - The Concessioner must document its compliance with public health standard operating procedures, processes and personnel responsibilities and have a written plan that covers safe food storage and handling. This plan must be submitted to the Superintendent for approval within 60 days after award.*

F) Souvenir and Gift Sales – Authorized Service

(I) General

(a) Guidelines. All retail services will comply with the guidelines established by the NPS-48: "Concessioner Review Policy, Operational Performance Standards."

(b) Location. The sale of souvenirs and handcrafts is limited to sales from the Campground Camp Store. The extent of merchandise to be offered therein is subject to the approval of the Superintendent.

- (II) *Gifts and Souvenirs.* The campstore may offer gifts and souvenirs that have a direct relationship to the Area, its history, or other related natural or cultural topics. This provides visitors with opportunities to buy memorabilia of their visit; while at the same time obtaining information or educational messages related to the Area's resources. Informational tags are encouraged on sales item to show their relationship to Area themes and/or environmental attributes (e.g., clothing made from organic cotton). Items offered will not be below average quality as determined by the Superintendent.
- (III) *Items Available for Sale.* Items that have a direct relationship to the Interpretive Themes of the Area, per the Area's Significance Statement, should make up the majority of the items for sale. The Concessioner will provide a list of proposed items to the Superintendent for approval. The Concessioner is required to include, as part of the retail items offered for sale, books and literature regarding the Area. These books and literature shall cover a range of subjects, and shall include at least ten percent of the titles already approved for sale in the Area Visitor Center. A copy of the most current list of Park oriented and approved books and literature is available from the Area.
- (IV) *The Concession must ensure* that interpretive media (books, guides, maps, videos, audio recordings, calendars, greeting cards, stationery, postcards, photos, paintings, etc.):
- are factually correct, as verified by Service interpretive staff;
 - display resource sensitivity;
 - relates to Area and regional themes or the Service system;
- (V) *Labeling and Certification*
- (a) The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available. Point of origin may not be covered by labeling.

- (b) Informational Tags. Wherever appropriate, informational tags attached to the items will show their relationship to Area interpretive themes.
- (c) Handicraft Labeling. The Concessioner must label handicraft items as such.
- (d) Natural Product Labeling. The Concessioner must label merchandise made from natural products to disclose that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.

G) Removable Camper Cabins – Authorized Service

- (I) The Concessioner is authorized to install up to 10 removable, non-permanent camper cabins in the campground subject to the Superintendent's approval. The specifications of the removable camper cabins must be submitted to the Park and must meet the guidelines set forth below. The removable camper cabins are the personal property of the Concessioner and shall be removed from the Area by the Concessioner at the Concessioner's expense upon Contract expiration or termination. Furthermore, the Concessioner must remove and replace cabins when they are no longer suitable for use during the term of the Contract. No leasehold surrender interest or other compensatory interest shall be obtained by the Concessioner in the removable camper cabins.
- (II) Before purchasing removable camper cabins, the Concessioner must submit to the Service for review and approval its cabin installation plan including timeline for ordering and installing cabins, personal property for the cabins, and cabin signage. The plan must include specifications for the type(s) of proposed cabins, details on proposed interior and exterior lighting, and the timeline for, ordering and installation of the cabins, personal property, and signage. Cabins will be made available to visitors as installation is completed.
- (III) Each camper cabin must fit in with Park themes.
- (IV) Each camper cabin must be easily removable from the campground.
- (V) Camper cabin units must comply with accessibility standards.
- (VI) All removable cabins must be non-smoking and the Concessioner must inform guests of this in all advertising, at check-in, and on the Concessioner's website.
- (VII) Each removable cabin must meet all fire code requirements including, at a minimum, a fire extinguisher installed in a conspicuous place and a battery operated smoke detector.
- (VIII) Each removable cabin must provide some type of portable, battery-operated lantern lighting that meets a minimum level of safety as determined by the Service. The lighting must be approved by the Service and will not require electricity to operate.
- (IX) No cooking may occur inside the cabin. The Concessioner must inform guests of this in all advertising, at check-in, and on the Concessioner's website.
- (X) At a minimum, the Concessioner must clean each cabin between stays or upon request.
- (XI) The Concessioner must replace bunk mattresses every 10 years or sooner if the condition warrants it.
- (XII) The Concessioner must provide a picnic table and a fire ring with grill at each removable cabin site. The table must be free of splinters. The Concessioner must clean the table, fire ring and grill after each camping party.
- (XIII) Each removable cabin interior must contain, at a minimum, a combination of sturdy bunk beds or full-sized beds, thin plastic-coated mattresses for each bed, a wooden table and chairs, and a dresser or storage unit for guests to store personal belongings. These interior furnishings will be the Concessioner's personal property and at termination or expiration of the Contract must be removed or sold.
- (XIV) Each removable cabin must have dimensions that do not exceed 200 square feet.
- (XV) Parking will be limited to one vehicle per cabin in the cabin's delineated parking space.
- (XVI) The number of persons per cabin must not exceed the capacities of the manufacturer's specifications.
- (XVII) Open flames are not allowed within the removable cabins.
- (XVIII) The Concessioner may rent basic camping equipment to visitors for use in the Camper Cabins. Items for rent and rental rates are subject to Service approval and must be included as part of the Concessioner's rate request.
- (XIX) The Concessioner must maintain all equipment rentals (such as cots for additional guests, cribs, etc.) in an operable, safe and clean condition.

H) Bike Rentals – Authorized Service

The Concessioner is authorized to rent Bicycle Equipment subject to the Superintendent's approval. The equipment to be rented and the Operation plan to rent this equipment must be submitted to the Park and must meet guidelines set forth below.

Biking Equipment is personal property of the Concessioner and shall be removed from the Area by the Concessioner at the Concessioner's expense upon Contract expiration or termination. Furthermore, the Concessioner must replace equipment when it is no longer suitable for use during the term of the Contract.

- 1) The Concessioner will provide adequate staff, bicycles (for both adults and children), bicycle helmets, and other equipment necessary for bicycle rental if it is offered. Any costs associated with safety gear for biking will be furnished at no charge to the visitor. The Concessioner will be able to inform visitors of proper bicycle routes and trail levels of difficulty
- 2) Concessioner will provide safety instruction, human-wildlife interaction information, orientation and explanation of the park's bike riding paths and proper cycling etiquette for all bicycle renters.
- 3) Concessioner will respond to visitors with bicycle breakdowns as soon as possible and replace or repair the bicycle, whichever can be accomplished in the least amount of time.

I) Cross Country Ski Rentals – Authorized Service

The Concessioner is authorized to rent Cross Country Ski Equipment subject to the Superintendent's approval. The equipment to be rented and the Operation plan to rent this equipment must be submitted to the Park and must meet guidelines set forth below.

Cross Country Ski Equipment is personal property of the Concessioner and shall be removed from the Area by the Concessioner at the Concessioner's expense upon Contract expiration or termination. Furthermore, the Concessioner must replace equipment when it is no longer suitable for use during the term of the Contract.

- 1) The Concessioner will provide adequate staff, cross country ski equipment (for both adults and children), helmets or other safety gear, and other equipment necessary for Cross country ski rental if it is offered.
- 2) Any costs associated with safety gear for Cross Country Skiing will be furnished at no charge to the visitor. The Concessioner will be able to inform visitors of proper skiing routes and trail levels of difficulty
- 3) Concessioner will provide safety instruction, human-wildlife interaction information, orientation and explanation of the park's Cross country skiing paths and proper skiing etiquette for all skiing equipment renters.
- 4) Concessioner will respond to visitors with skiing equipment breakdowns as soon as possible and replace or repair the equipment, whichever can be accomplished in the least amount of time.

J) Special Events. - Authorized Service

- (a) The Concessioner is authorized to have special events within the Concession Facilities including meetings, weddings, parties, etc. Any event requiring ranger or emergency support services, having above normal attendance, or occurring outside the Concession Facilities shall require a park special use permit.

K) Tent and Camping Equipment Rental and Set-up Service – Authorized Service

The Concessioner is authorized to participate in the NPS Tent and Camping Equipment and Rental and Set-up Service program where the Concessioner is allowed to furnish basic camping equipment, from tents to all varieties of equipment to campers interested in renting said equipment. Participation is subject to the Superintendent's approval.

(II) Equipment is the personal property of the Concessioner and shall be removed from the Area by the Concessioner at the Concessioner's expense upon Contract expiration or termination. Furthermore, the Concessioner must remove and replace equipment when it is no longer suitable for use during the term of the Contract. No leasehold surrender interest or other compensatory interest shall be obtained by the Concessioner for this equipment.

(III) Before purchasing this equipment, the Concessioner must submit to the Service for review and approval its equipment rental and set-up service plan. The plan must include specifications for the type(s) of proposed equipment, details on the set-up service to be provided to campers, and the timeline for, ordering and initiation of the program, the personal property to be available, and signage. Equipment will be made available to visitors as it arrives and all other plans are completed.

(IV) Additional Guideline Notes:

- (a) Site Management – Tents and other equipment are removed in a timely manner following customer use and departure.
- (b) Tents – Tent size and type is appropriate to the camping area where it is rented. All tents will be maintained in good condition and replaced as needed.
- (c) Camping and cooking equipment – is appropriate to the area and is approved by the Superintendent.
- (d) Equipment Identification – All equipment is marked with the company name and logo and may have an equipment tracking number.
- (e) Reservation Services – Rental and Set-up services are reserved through a reservation system maintained by the Concessioner. The system can be linked to Reservation.gov
- (f) Damage Deposit – A deposit to hold equipment may be required and deposit limits are approved by the Superintendent.
- (g) Cancellations – Cancellation charges are allowed as approved by the Superintendent.
- (h) Operations
 - Pre-rental inspections are conducted
 - Check-in facilities are provided and visitors are acknowledged and assisted.
 - Written rental agreements are executed for each equipment rental reservation.
 - Equipment is set up by the guests anticipated arrival time but not prior to the prior campsite guest's departure.
 - Employees will be trained to assist visitors and will show a professional appearance and demeanor.
 - Customer service is available during the visitors stay for equipment operational problems
 - Check out procedures are completed by staff promptly.
 - Approved rates are set using competitive market declaration (CMD) and are posted on the concessioner's website and check-in counter.

M) ATM Machine - Authorized

ATM machines, if provided, are clean, properly stocked, and in good working condition. Machines are clearly marked and are provided in locations that do not block visitor ingress, egress, or flow.

- (a) ATM signage may relate to park interpretive themes or is generic in nature.
- (b) Brand information is only visible when at the machine.
- (c) Machines are not cluttered with additional signs or promotional material.
- (d) Machines must indicate any associated fees for completing a transaction prior to the completion of the transaction.
- (e) Any machines that are temporarily out-of-service have computer-generated signs posted with appropriate "out of order" information.

6) **RISK MANAGEMENT**

A) **Risk Management Plan**

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act, Director's Order #50B (Occupational Safety and Health Program), and the Service Risk Management Plan. The Concessioner will submit its initial plan to the Superintendent within 120 days of effective date of Contract execution and annually thereafter by December 31 of each year. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws. The elements that must be addressed in the Concessioner Risk Management Program is included in Section 10 of this Operating Plan.

Periodically the Service will provide key public health and safety messages for posting and/or distribution in the Concession Facilities. The Concessioner will post and/or distribute this information to Area visitors as requested.

B) **Emergency Response**

The Concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. These stand-alone planning requirements will be referenced as key parts of the Concessioner's Risk Management and Environmental Management Programs. Emergency response equipment will be provided as appropriate and will be maintained in good condition. These plans will be provided to the Service, if needed, to be consistent with each other and integrated with Service emergency response plans.

C) **Hazard Communication**

The Concessioner will develop, document, and implement a written Hazard Communication Program in accordance with Applicable Law, including but without limitation, 29 CFR 1910.1200, within 120 days of the effective date of this Contract. This plan will be referenced as part of the Concessioner's Risk Management Program.

D) **Safety Representative**

The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person will have the authority to make decisions within the assigned area in regards to safety concerns.

E) **Security Staff**

The Concessioner will hire and/or designate employees as security representative(s) at the beginning of the contract and will be responsible for scheduling updates to their training defining their security relationship with the Park annually. Security responsibilities are defined in section 10 below.

7) **ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner will prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the plan will be updated annually. Further specifications and requirements are found in the Maintenance Plan, Exhibit E-B to this Contract.

A) Area Environmental Management Evaluations

- (I) The Service will conduct environmental management evaluations as outlined in Section 4 (D) (2) (b).

B) Service Environmental Audits

- (I) The Service may conduct environmental audits of Concession facilities and operations based on the Service Environmental Audit Program and incorporate the date from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

C) Protection of Natural and Cultural Resources

- (I) The Concessioner shall regularly consult with the Service regarding the Concessioners ongoing efforts to minimize impacts to Park natural and cultural resources, including all waters within the Area. The Concessioner will modify its activities as may be required by the Service. The concessioner will provide training to all staff working on the River regarding protecting of Park natural and cultural resources.
- (II) Visitors are prohibited from discharging anything overboard from their rental device and the Concessioner will enforce this prohibition at all times while operating.
- (III) The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including by the Concession's employees, agents, and contractors, except in accordance either applicable laws, and only with the prior approval of the Superintendent. Discovers of any archeological resources by the concessioner shall be promptly reported to the Service.
- (IV) *The Concessioner will maintain a litter free environment and conform to the Park's Trash Free/Leave No Trace Programs.*

8) VISITORS ACKNOWLEDGEMENT OF RISK

- A) The Concessioner may require guests to sign a Visitor's Acknowledgement of Risk form.
- B) The Service-approved sample Visitor's Acknowledgement of Risk form is provided as Attachment B to this Operating Plan.
- C) The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form, if any, within 60 days of the effective date of this Contract and at least 30 days in advance of any proposed changes in the form. If no Visitor's Acknowledgement of Risk form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this Contract.
- D) The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.

9) UTILITIES

A) Concessioner Responsibilities

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service potentially including electricity, phone, internet, propane, solid waste, liquid waste (septic tank) and recyclables removal. The Concessioner must provide prompt payment for these services.

B) Service Responsibilities

- (1) The Service will provide potable well water service for the Concession Facilities, however the concessioner will still be responsible for maintenance and upkeep of well pumps and other related equipment.
- (2) The Service will bill the Concessioner, where and if appropriate, in accordance with its Applicable Laws, including that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service will review operating costs for utility systems and services annually, as appropriate, and will notify the Concessioner in writing 90 days before new rates for the upcoming year become effective. Rates will be based on the preceding fiscal year's actual costs.

10) **PROTECTION AND EMERGENCY SERVICES**

The Concessioner will prepare, with guidance from, and in cooperation with, Law Enforcement Park Rangers, a Security and Emergency Services Management Program ("SESMP"). The plan will be reviewed and updated annually by the Concessioner and Park Rangers. The Concessioner will provide (at least annually) additional and updated training for Concession staff as appropriate and necessary.

A) **Law Enforcement**

(I) *Service*

- (a) The Service, with the assistance from State and local officials as appropriate, will provide visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of law.
- (b) The Service, with assistance from state and local officials as appropriate, will handle violations of Federal, State, County, or Service regulations or policies.

(II) *Concession Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. **They have no authority to take law enforcement actions or to carry firearms while on duty.**

- (a) The Concessioner's Security Procedures will be integrated in the Concessioner's Risk Management Program.
- (b) The Concessioner is responsible for securing buildings, equipment and facilities under its control.
- (c) The Concessioner will immediately report to the Service any observed violations of the law.
- (d) Concessioner-employed security personnel are empowered to enforce the Concessioner's employee policies and housing regulations only.

B) **Structural Fire Protection**

(I) *Concessioner*

(a) *General*

Structural fire and life safety procedures will be integrated in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure that all Concession Facilities meet Federal, State, and local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association (NFPA) standards and NPS Reference Manual #58 (RM-58, Section 16).

- All fires, alarm activations, and violations of the law will be reported immediately to the Service.
- The Concessioner will provide fire extinguishers in all Concession Facilities and a fire extinguisher education program for all employees.
- Fire Drills. The Concessioner will conduct annual fire drills of all Concession Facilities as required by NPS RM-58 (Structural Fire Management). This may be amended, supplemented, replaced, or superseded throughout the Operating Plan.
- The Concessioner must post a fire or emergency exit plan in each of its buildings.
- The Concessioner must test its battery-powered fire alarms and smoke detectors monthly and replace batteries annually, if not sooner.

- The Concessioner must keep burnable vegetation away from buildings for a distance of at least 30 feet. This includes all dead plants, leaves, dry grass and firewood. Gutters should be routinely cleaned of debris as well.
 - A written evacuation plan must be provided to the Service and reviewed by the authority having jurisdiction (AHJ).
- (b) Fire and Life Safety Systems Policy and Procedures
- The Concessioner will have a qualified fire inspector or fire protection engineer licensed by the state and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities **within 30 days of initial occupancy and on an annual basis thereafter**. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and provided to the Superintendent upon request. The Concessioner may be responsible for correcting deficiencies identified during these inspections.
 - The Concessioner will contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Service, to conduct the periodic inspections, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable NFPA Codes and Standards (e.g., NFPA 72 for detection, NFPA 25 for sprinklers, NFPA 10 for fire extinguishers). This work can also be performed by qualified concession personnel, as approved by the Service. The systems and devices include but are not limited to:
 - Fire Extinguishers
 - Fire Detection and Notification Systems
 - Emergency Lighting
 - Illuminated Exit signs.
- (c) Monthly Inspections. The Concessioner will ensure all fire extinguishers, emergency lighting, and illuminated exit signs are inspected on a monthly basis. Fire extinguishers and other fire and life safety systems components and device inspections must be documented and maintained on site, and the Concessioner will provide a copy to the Service. Documentation must be maintained for a minimum of three years. A pro-active fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. The Concessioner will maintain a file of the inspection results and have the associated documentation available for inspection when requested by the Service. Periodic inspections will include the following:
- Fire extinguishers (Visual-Monthly/Service-Annually): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually the Concessioner will have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. A monthly visual inspection is required and will be performed on all fire extinguishers. Monthly visual inspections can be performed by Concessions personnel that have been properly trained, as approved by the Service. The monthly visual inspections will include the following:
 - Extinguisher is mounted in a proper place and at an appropriate height
 - Access and visibility not obstructed
 - Operating instructions facing outward
 - Seals or other tamper indicators intact
 - Pressure gauge in normal range
 - No physical damage
 - Inspector will initial and date.
 - Fire Detection and Notification System (Fire Alarm): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA

72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. All inspection, testing, and maintenance must be performed by licensed fire alarm system contractor.

- Emergency Lighting and Illuminating Exit Signs: Monthly inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 101 (Life Safety Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. Inspection, testing, and maintenance may be performed by concession staff, as approved by the Service.

(II) *Service*

- (a) The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the Service. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Concessioner will be contacted at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.

C) **Emergency Medical Services**

- (I) *Automated External Defibrillator (AED)*. The concessioner shall place and maintain a minimum of one (1) AED in a central location such as the Office/Store. Signage will be posted alerting the public to the availability of the AED. The Concessioner should train staff in the use and operation of the AED.
- (II) *Emergency Reporting Procedures*. The Concessioner and their employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location. Any injury sustained by a visitor or employee in a Concession Facility and all medical emergencies shall be immediately reported to the Service. The following Park 24-hour Communications Center number will be made available to all employees and posted at appropriate locations.
- Life-threatening emergencies: **1 (800) 543-4295 or 1 (570) 426-2457**.
- (III) *Training*. The Concessioner is encouraged to allow all employees to attend basic first aid and cardiopulmonary resuscitation (CPR) training. A minimum of one (1) employee per shift will be trained in emergency response, cardiopulmonary resuscitation (CPR), first aid, blood borne pathogen, and AED. Documentation of current training will be submitted to the Concessions Management Specialists Office. This training must be completed and documentation submitted to the Service within 120 days of the Contract effective date and by December 31 annually.
- (IV) The Concessioner shall train and equip personnel for evacuation of employees and visitors.

D) **Notification Protocol**

The Park is covered 24/7 for emergency and help can be secured by calling either of the following two numbers if there are issues regarding any of the following emergency situations. The Concessioner will train their employees to contact the emergency agencies in the following manner:

- (I) **Security Issues 1(800) 543-4295 or 1(570) 426-2457**
- (II) **Fire Issues 1(800) 543-4295 or 1(570) 426-2457**
- (III) **Emergency Medical Issues 1(800) 543-4295 or 1(570) 426-2457**

11) **PUBLIC RELATIONS**

A) **Required Notices**

The following notices will be prominently posted at all Concessioner cash registers and payment area:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for

conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.”

Please address comments to: Superintendent
Delaware Water Gap National Recreation Area
1978 River Road
Bushkill, PA 18324

B) Use of National Park Service Authorized Concessioner Mark (Mark)

- (I) The Service has an approved “Mark” that it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words “Authorized Concessioner”.
- (II) *Authorized Users.* The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the contract.
- (III) *Authorized Uses of the Mark.* The Concessioner may use the Mark in publications; written advertising; web-based information, interpretive materials or broadcasts (television, film, or other audio/visual) associated with required or authorized services, facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signed place on visitor transportation systems, vessels, and aircraft.
- (IV) *Prohibited Uses of the Mark.* The Concessioner may not use the Mark on merchandise, souvenirs, and clothing sold to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (V) *Approval Procedures.* The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.
- (VI) *Artwork and Layout.* The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website at www.nps.gov/commercialservices.

C) Public Statements

All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents within the Area will be referred to the Superintendent’s Office (570) 426-2418. This includes all media interviews. However, media interviews and visits to Concession Facilities to report on concession operations may be done with a courtesy notification to the Superintendent’s Office.

D) Advertisements and Promotional Material

(I) Promotional Material

- (a) The Concessioner will use a variety of marketing tools in order to reach diverse populations of all ages, including but not limited to, social media, websites, and paper publications (i.e. brochures, newspaper, etc.).
- (b) Approval. The Service must approve all promotional material prior to publication, distribution, broadcast, etc. This includes website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.
- (c) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least 30 days prior to projected need and/or printing dates. The Superintendent will make every effort to respond to minor changes to

brochure and other tests within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.

- (d) Promotional material distributed within the Area must promote only services and facilities within the Area. Promotional material and advertising should incorporate Area public safety and resource protection messages related to the activities being promoted (i.e. demonstrated lifejacket use when promoting rental boats, etc.).
- (e) All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper and or tree-free products and double sided. The use of soy-based inks is also recommended.
- (f) The Concessioner's websites must link, at a minimum, to the National Park Service website.
- (g) Social media pages must be monitored for offensive postings and inappropriate activities and offensive inappropriate postings will be removed immediately upon discovery.
- (h) The Concessioner will distribute the Service newspaper, brochure, and other information deemed necessary by the Superintendent to visitors.

(II) *Statements*

- (a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public in Delaware Water Gap National Recreation Area.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

12) **VOLUNTEERS IN PARK (VIP) PROGRAM**

The Concessioner will permit its employees to participate in the Service's Volunteers in Parks (VIP) program. www.nps.gov/dewa/supportyourPark/volunteer.htm

13) **REPORTING REQUIREMENTS**

A) **Concessioner Operational Reports**

The following reports will be provided to the Concessions Management Specialist Office. The Service and/or its designated representatives will be allowed to inspect supporting documentation for all operational reports upon request.

- (I) *Management Listing*. The on-site General Manager will provide the Service a list identifying the Concessioners key management and supervisory personnel by department, including their job titles, and office and emergency phone numbers within 30 days of the Contract effective date, and subsequently when significant revisions are made.
- (II) *Incident Reports*. The Concessioner will immediately report to the Service the following:
 - (a) Any fatalities or visitor-related incidents which could result in a tort claim to the United States.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment
 - (d) Any fires
 - (e) Any motor vehicle accidents
 - (f) Any boating accidents
 - (g) Any incident that affects the Park's resources
 - (h) Any known or suspected violations of the law
- (III) *Human Illness Reporting*. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Concessions Management Specialist at (570) 426-2440. This information, along with other information received, will be inspected by the Public

Health Service Sanitarian or his representative to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.

- (IV) The Concessioner, in addition to complying with any other notification requirements under Applicable Laws, will immediately report hazardous and non-hazardous spills to the Area's 24-hour Communications Center at (800) 543-4295 and/or 570-426-2457.
- (V) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with the Contract.
- (VI) *Visitor Use Report*. The Concessioner will provide monthly visitor use reports by the 15th of each month. This report will include monthly campground, RV, and group campground usage for the preceding month.
- (VII) *Survey and Visitor Response Data*. All surveys must be approved in advance by the Service. All customer satisfaction data collected by third parties that are provided to the Concessioner will be provided to the Service within 14 days of receipt.

B) **Concessioner Financial Reporting**

In addition to the Annual Financial Report (AFR) required in the Contract, the following financial reports will also be required. For these reports the Service desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (RV and tent camping, retail, canoe livery, firewood sales, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and department expenses. The report format will be agreed upon by the Superintendent at the inception of the Contract.

- (I) *Monthly Franchise Fee Report*. By the 15th of the month as part of the monthly reporting, the Concessioner will report franchise fee calculation and payment made for the preceding month.

C) **Risk Management and Environmental Management Reports.**

Various periodic or incidental reports are required to meet Risk Management and Environmental Management requirements.

- (I) *Risk Management Program Reporting*. Accident reporting and other requirements are outlined in Section 5 of this Operating Plan.
- (II) *Environmental Management Program Reporting*. Environmental reporting requirements are specified in Section 6(d) of this Contract.

D) **Summary of Initial and Recurring Due Dates**

The following page summarizes the reporting responsibility of the Concessioner.

Title	Schedule	Due Date
Initial Requirements		
Lost and Found Plan	Initial	120 days after Contract effective date
Risk Management Plan	Initial/Annually	120 days after Contract effective date and by December 31 annually
Hazard Communication Program	Initial	120 days after Contract effective date
Emergency Training Documentation	Initial/Annually	120 days after Contract effective date and by December 31 annually
Management Listing	Initial/Upon Occurrence	30 days after Contract effective date and when significant revisions made
Annual		
Proposed Launch and Retrieval Sites	Annually	March 1
Certificate of Insurance	Annually	30 days after renewal
Annual Financial Report	Annually	120 days after end of Concessioner's fiscal year
Financial Forecast	Annually	April 1
Annual Overall Rating	Annually	April 1

Security Review	Annually	April 1
Pet and Pet Waste Policy	Annually	April 1
Monthly		
Campground Revenues	Monthly	15 th day of the following month
Visitor Use Report	Monthly	15 th day of the following month
Franchise Fee Report	Monthly	15 th day of the following month
Upon Occurrence		
Rate Change Request	Upon Occurrence	As needed
Visitor Complaint Response	Upon Occurrence	Within 10 days of receipt
Acknowledgement of Risk Form	Upon Occurrence	Within 30 days in advance of initial use or changes
Fire and Life Safety Documentation	As determined	As specified in Operating Plan Section 9(B)
Medical Emergency Reporting	Upon Occurrence	Immediately
Media Inquiries	Upon Occurrence	Immediately
Promotional media changes and layout	Upon Occurrence	At least 30 days prior to projected need
Pet Waste Collection Signs	Upon Occurrence	As needed
Removable Camper Cabin Installation Plan	Upon Occurrence	Prior to installation
Human Illness Reporting	Upon Occurrence	Immediately
Hazardous and Non-Hazardous Spill Reporting	Upon Occurrence	Immediately
Survey Response Data	Upon Occurrence	Within 14 days of receipt

ATTACHMENT A

Minimum Safety Orientation*FOR YOUR SAFETY ON THE DELAWARE RIVER*

1. Wear your lifejacket - it could save your life.
2. The Delaware River has strong currents and sharp drop-off
Drowning does occur when boaters stop and swim...

Never swim or wade across the river.

Never swim alone.

Wear your lifejacket while swimming.

3. If you capsize...

Stay upstream of your boat.

Don't stand in rapids.

Float with your feet downstream to fend off rocks.

4. Wear shoes to protect against glass and sharp rocks.

5. Don't drink while boating - Alcohol and boating are a killer combination.

ATTACHMENT B:

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "_____") I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[\[enter description of risks\]](#)

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature Date

Signature of Parent or Guardian, if participant is under 18 years of age

Signature Date